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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 056799

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MICHELLE R. FAJMAN
RECORDER

Environmental Restrictive Covenant

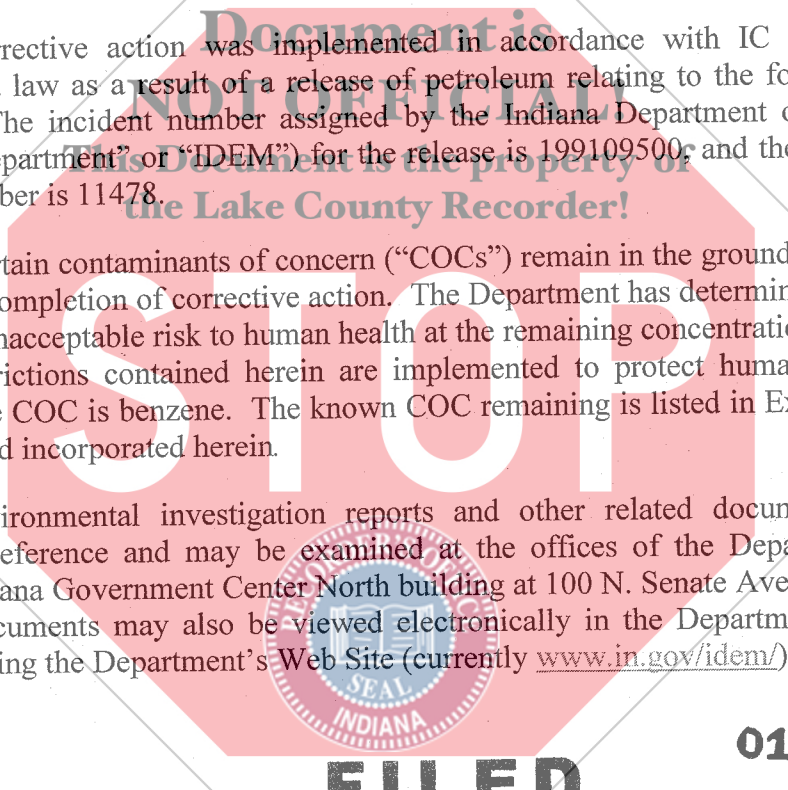
THIS ENVIRONMENTAL RESTRICTIVE COVENANT ("Covenant") is made this 26th day of July, 2012, by BP Products North America, Inc. (f/k/a Amoco Oil Company), 150 West Warrenville Road, Naperville, IL 60563.

WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 1501 Grant Street, Gary and more particularly described in the attached Exhibit A (Legal Description of Real Estate), which is hereby incorporated and made a part hereof. This Real Estate was acquired by deed on December 31, 1960, and recorded on February 8, 1961, as Deed Record 1165, Page 20, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 0.22 acres and has also been identified by the county as parcel identification number 45-08-09-301-001.000-004. The Real Estate, to which the restrictions in this Covenant apply, is depicted on a map attached hereto as Exhibit B (Site Map).

WHEREAS: Corrective action was implemented in accordance with IC 13-23 and other applicable Indiana law as a result of a release of petroleum relating to the former BP Service Station #5413. The incident number assigned by the Indiana Department of Environmental Management ("Department" or "IDEM") for the release is 199109500, and the relevant facility identification number is 11478.

WHEREAS: Certain contaminants of concern ("COCs") remain in the groundwater of the Real Estate following completion of corrective action. The Department has determined that the COCs will not pose an unacceptable risk to human health at the remaining concentrations, provided that the land use restrictions contained herein are implemented to protect human health and the environment. The COC is benzene. The known COC remaining is listed in Exhibit C, which is attached hereto and incorporated herein.

WHEREAS: Environmental investigation reports and other related documents are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department's Virtual File Cabinet by accessing the Department's Web Site (currently www.in.gov/idem/).



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After recording, please return this document to
Post Closing Department
Chicago Title Insurance Company-National Division
171 N. Clark St. ML03ND
Chicago, IL 60604
ATTN: Donna Robinson

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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CK#
1105008553
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347

NOW THEREFORE, BP Products North America, Inc. subjects the Real Estate to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the Real Estate for residential purposes, including, but not limited to, daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to: human or animal consumption, gardening, industrial processes, or agriculture, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
- (c) Shall not use the Real Estate for any agricultural use.

II. GENERAL PROVISIONS

- 2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the Real Estate by any person shall affect the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
- 3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
- 4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records
- 5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if it has been recorded, its recording reference, and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Lake County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, RISC guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

**This Document is the property of
the Lake County Recorder!**

To Owner:
BP Products North America, Inc.
150 W Warrenville Road, MC 200-1W
Naperville, IL 60563

To Department:
IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Leaking Underground Storage Tank Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

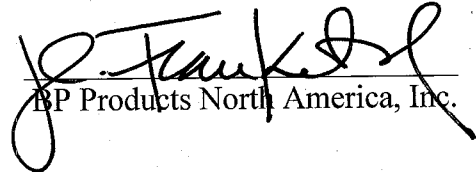
15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
16. Authority to Execute and Record. The undersigned person executing this Covenant

16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, BP Products North America, Inc., the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this 26th day of July, 2012

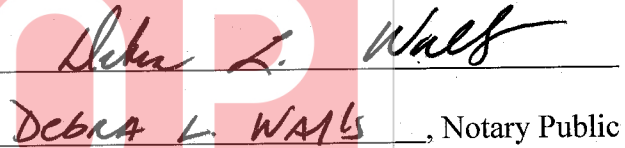
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, as required by law.


BP Products North America, Inc.

STATE OF Illinois)
) SS:
COUNTY OF Cook)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Frankel the Lifecycle Strategy Manager of the Owner, BP Products North America, Inc. who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this 26 day of July, 2012


DEBRA L. WALLS, Notary Public

Residing in Cook County, Illinois

My Commission Expires:



This instrument prepared by:
Mr. Jason Oland, CHMM, Hull & Associates, Inc., 8470 Allison Pointe Blvd. Suite 120 Indianapolis, IN 46250

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE



310055

BOOK 1165 PAGE 20

QUITCLAIM DEED

Mr. Edw. T. Graham
Standard Oil Co. (Ind.)
910 So. Michigan Ave.
Chicago 80, Ill.

THIS INDENTURE WITNESSETH, that STANDARD OIL COMPANY, an Indiana corporation, having its principal place of business in the City of Chicago, County of Cook, State of Illinois, quitclaims to THE AMERICAN OIL COMPANY, a Maryland corporation, having its principal place of business in the City of Chicago, County of Cook, State of Illinois, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana, to-wit:

Lots Twenty-one (21) and Twenty-two (22), Block One (1), in Main Street Annex to Logan Park, being a subdivision of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Nine (9), Township Thirty-six (36) North, Range Eight (8) West of the Second Principal Meridian (2nd P.M.), in the City of Gary; said premises being located at the Southeast corner of Fifteenth (15th) Avenue and Grant Avenue.

DULY ENTERED
FOR TAXATION

FEB 9 1961

Andrew S. Kovach
AUDITOR LAKE COUNTY

STOP

STATE OF INDIANA | S. S. NO.
LAKE COUNTY
FILED FOR RECORD
BOOK 1165 PAGE 20
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RAY BUTZ, RECORDER



IN WITNESS WHEREOF, the said STANDARD OIL COMPANY has caused this instrument to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 31st day of December, A.D. 1960.

ATTEST:

STANDARD OIL COMPANY

W. W. Ward
Assistant Secretary

By C. H. Lamoreaux
Vice President

NOTARY PUBLIC
STATE OF ILLINOIS)
COUNTY OF COOK) ss.

Before me, Thelma L. Johnson, a Notary Public in and for said County and State, this 31st day of December, A.D. 1960, personally appeared STANDARD OIL COMPANY, an Indiana corporation, by C. H. Lamoreaux and W. W. Ward, its Vice President and Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

This Document is the property of
My commission expires December 27, A.D. 1964.
the Lake County Recorder!

Thelma L. Johnson
Notary Public in and for
said County and State

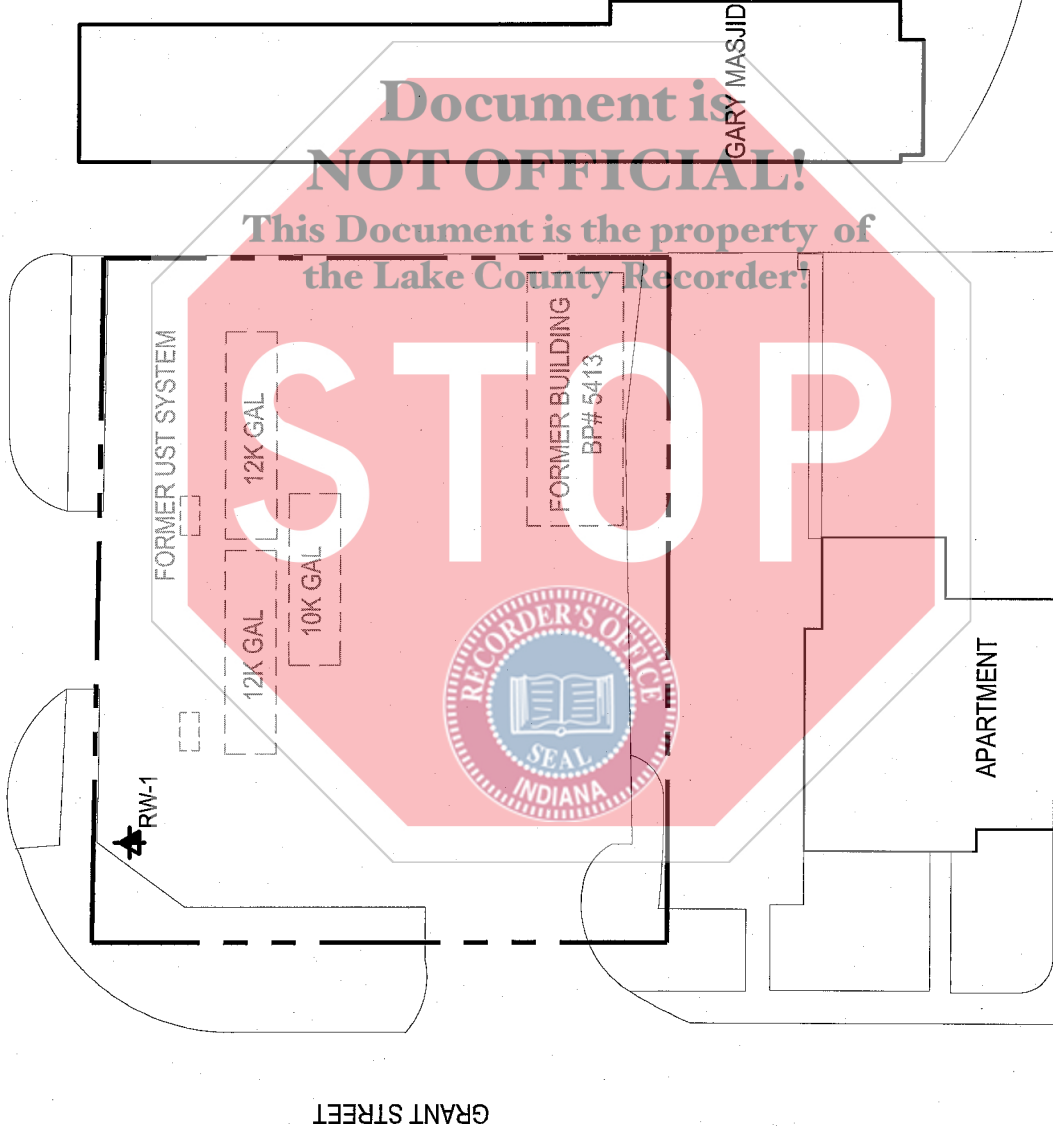


EXHIBIT B

SITE MAP



W 15TH AVE



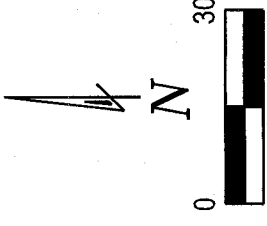
GRANT STREET

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 the Lake County Recorder!

LEGEND

--- = PROPERTY BOUNDARY

*RW-1 = RECOVERY WELL



SCALE: 1" = 30'

DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Real Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remediating the environmental conditions on the Real Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Real Estate, nor can it be relied upon in the future as depicting environmental conditions on the Real Estate.

EXHIBIT B - SITE MAP

BP SITE # 5413
 1501 GRANT STREET
 GARY, LAKE COUNTY, INDIANA



Hull
 & associates, inc.



8470 ALLISON POINT BLVD
 Suite 120
 Indianapolis, Indiana 46250
 Phone: 800-241-7173
 www.hullinc.com
 www.anteagroup.com
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EXHIBIT C

KNOWN CONTAMINANTS OF CONCERN REMAINING



Exhibit C
Known Contaminants of Concern Remaining
Former BP Service Station #5413
1501 Grant Street, Gary, Indiana

Sample Location	Sample Date	Sample Type	Units	Benzene
RW-1	12/20/2011	Groundwater	µg/L ¹	8.7
RISC Residential Default Closure Level ²		Groundwater	µg/L	5
CAS ³ Number				71-43-2

¹ µg/L = micrograms per liter

² IDEM RISC Closure Levels: January 31, 2006 Update.

³ CAS = Chemical Abstracts Service

